

# Crown Hosting Framework Agreement

## Schedule 6.1

### **Governance**

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**1. Introduction**

1.1 This Schedule establishes the governance structure which shall be used to:

- (a) manage the relationship between the Framework Authority and the Supplier;
- (b) facilitate and manage discussion between the Framework Authority, the Supplier and Customers on issues which are relevant to all Customers including service improvement, audit, benchmarking, security and disputes; and
- (c) as far as possible, preserve the principle of a shared service.

1.2 The purpose of the governance structure set out in this Schedule is to:

- (a) provide direction for the relationship between the Framework Authority and the Supplier;
- (b) provide for effective decision making;
- (c) provide for oversight and monitoring of the provision of the Services across all Customers; and
- (d) ensure that the interests of Customers are represented.

**2. Governance Structure**

2.1 The Contract and Operations Board ("**C&OB**") shall be responsible for:

- (a) managing the relationship between the Framework Authority and the Supplier;
- (b) facilitating and managing discussion between the Framework Authority, the Supplier and Customers on issues which are relevant to all Customers including service improvement, audit, benchmarking, security and disputes; and
- (c) will be the first point of formal escalation from the Call-Off Agreements if agreement cannot be reached under the Customer Collaboration Board ("**CCB**").

2.2 In the event that the Framework Authority or a Customer replaces a member of a Board on which it sits, the Framework Authority shall (or where it is the Customer replacing a member procure that the relevant Customer shall) notify the Supplier in writing.

2.3 In the event that the Supplier wishes to replace any member of a Board on which it sits it shall notify the Framework Authority in writing of the proposed change for agreement by the Framework Authority (such agreement not to be unreasonably withheld or delayed).

2.4 The Framework Authority, the Supplier and each Customer shall ensure that any person it appoints to any Board set out in this Schedule or created pursuant to this schedule has sufficient expertise and authority to be able to advise the relevant Board and where that person does not have sufficient expertise or authority to be able to advise on the required issue, that person shall use reasonable endeavours to ensure that:

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- (a) a delegate attends the relevant meeting and that such delegate is properly briefed and prepared in relation to such issue; and
- (b) where a delegate attends in place of the member, the member is debriefed by the delegate as soon as reasonably practicable following the relevant meeting.

2.5 The chairperson of the relevant Board shall be responsible for:

- (a) scheduling meetings of the relevant Board and giving sufficient notice of the scheduled meeting to Board members;
- (b) setting the agenda for meetings of the Board and circulating the agenda to all attendees in advance of such meeting;
- (c) inviting attendance at Board meetings of persons who are not members of the relevant Board and providing such persons with details of the issues to be discussed;
- (d) chairing meetings of the Board;
- (e) monitoring the progress of any follow up tasks and activities agreed to be carried out following the Board meetings;
- (f) ensuring that the minutes for each Board meeting are recorded and sent electronically (i) in full to the Board members; (ii) to all Customers; and (iii) in part to any other attendees as applicable in relation to those parts of the meeting to which that attendee was present, within five (5) Working Days after the relevant Board meeting; and
- (g) appointing a delegate as required from time to time to perform any of the responsibilities set out in this paragraph 2.5.

**3. The Contract and Operations Board (C&OB)**

**Role**

- 3.1 The Framework Authority shall establish a C&OB. This forum shall be responsible for the activities, and perform the roles, specified in paragraph 2.1. For the avoidance of doubt, the C&OB is not responsible for performing any of the obligations of the Supplier under the Framework Agreement or any Call-Off Agreement.
- 3.2 The C&OB shall be the forum where this Framework Agreement and the Call-Off Agreements are formally and officially managed, including:
  - (a) ensuring that this Framework Agreement and each Call-Off Agreement is operated in a manner which optimises the value for money and operational benefit derived by the Framework Authority, Customers and Service Recipients;
  - (b) overseeing management and provision of the Services;
  - (c) managing any current proposed Benchmark Review;
  - (d) reviewing progress against the Implementation Plan;

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- (e) receiving reports from the Supplier (including the Service Reports) on matters including the performance against the Service Levels and compliance verification or other audits;
- (f) receiving reports from the Technical Sub-Committee;
- (g) referring technical / performance matters to the Technical Sub-Committee;
- (h) authorising or rejecting changes to Call-Off Agreements escalated to it from Customers, the Supplier or the Technical Sub-Committee and further having the authority to commit the Framework Authority and/or the relevant Customer to any such change to Call-Off Agreements;
- (i) seeking to resolve Disputes escalated to it by the Framework Authority, Supplier or any Customer in accordance with Schedule 6.3 (Dispute Resolution Procedure) of the Framework Agreement;
- (j) reviewing and advising the Framework Authority and relevant Customers about any Rectification Plan or providing advice to the Framework Authority or relevant Customer as to whether a Rectification Plan should be approved; and
- (k) resolving any issues escalated to it by the CCB.

**Membership**

- 3.3 The Parties and the Customers shall agree the Framework Authority members, the Customer members and the Supplier members of the C&OB within thirty (30) days of the Framework Effective Date and the members shall be set out in the terms of reference for the C&OB. This list may be updated from time to time by notification to the Framework Authority in writing.
- 3.4 The C&OB shall meet at the offices of the Framework Authority or at an alternative location as agreed between the Parties from time to time.
- 3.5 The members will include:
  - (a) one representative of the Supplier;
  - (b) one representative of the Framework Authority;
  - (c) one representative of each of the Founder Customers until the expiry or termination of that Founder Customer's Call-Off Agreement or as otherwise agreed between that Customer and the Framework Authority; and
  - (d) up to three (3) members of the CCB (in addition to the Founder Customer representatives) appointed by the members of the CCB provided that at least one (1) of the appointees shall be a representative of a Small Customer. The CCB shall agree the level of Customer representation and related delegation rights to those who attend the C&OB on their behalf.

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- 3.6 The members of the C&OB shall ensure, as far as reasonably practicable, that the C&OB shall, as soon as reasonably practicable, resolve the issues and achieve the objectives placed before them.
- 3.7 The Supplier shall ensure that:
- (a) it is represented at the relevant parts of the C&OB meetings as reasonably requested by the Framework Authority from time to time; and
  - (b) its representatives at the relevant parts of the C&OB meetings are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.
- 3.8 The C&OB shall be chaired by the Framework Authority's representative referred to in clause 3.5(b) which may invite such other persons (including representatives of the Supplier) as are relevant to attend meetings of the C&OB.

**Quorum**

- 3.9 A C&OB meeting shall be quorate as long as at least one (1) Framework Authority member, one Supplier member and one Customer member are present.

**Meetings**

- 3.10 The first meeting of the C&OB shall take place no later than sixty (60) days after the Framework Effective Date.
- 3.11 The C&OB shall meet:
- (a) at least once per month from the first C&OB meeting until such time as the Framework Authority notifies the Supplier that it no longer requires meetings at such frequency;
  - (b) at least once every three (3) months after the Supplier's receipt of the Framework Authority's notification pursuant to paragraph 3.11(a) above; and
  - (c) at such other times reasonably requested by the Framework Authority;
- 3.12 In each Contract Year, at least one C&OB meeting shall be an annual review meeting. The Framework Authority and Supplier shall agree whether additional attendees should attend the relevant C&OB meeting for the purpose of the annual review.

**4. Technical Sub-committee (TSC)**

**Role**

- 4.1 The C&OB shall establish a Technical Sub-Committee ("**TSC**") as a sub-board to consider technical and performance matters.
- 4.2 In addition the TSC shall:

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- (a) review the Supplier's performance of the Services and discuss any Service incidents/problems;
- (b) consider future service requirements, including major technical change, maintenance and works, technology refresh;
- (c) receive reports from the Supplier on anticipated works to be undertaken by or in relation to other customers of the Data Centres;
- (d) consider the impact of any changes to Standards, Industry Standards and security requirements;
- (e) consider potential service improvements and innovations;
- (f) provide reports to the C&OB;
- (g) refer matters to the C&OB for discussion; and
- (h) liaise with the Supplier's change advisory board.

**Membership**

4.3 The TSC shall include at least one representative from:

- (a) each Customer;
- (b) the Supplier; and
- (c) the Framework Authority.

4.4 The TSC shall be chaired by the representative of the Framework Authority.

4.5 The Supplier will be required to ensure that its attendees are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

**Quorum**

4.6 At any meeting of the TSC the quorum shall be one (1) representative from the Framework Authority, the Supplier and at least two (2) of the Customers.

**Meetings**

4.7 The TSC shall meet at least monthly during the second working week of the month commencing on the Service Commencement Date for the first Customer.

**5. The Customer Collaboration Board (CCB)**

**Role**

5.1 The CCB shall be the initial forum for Customers to discuss cross-cutting service and performance issues and any proposed changes to Call-Off Agreements.

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5.2 In addition the CCB shall:

- (a) represent Customers in respect of decisions that affect Customers and agree which are to be escalated to the C&OB;
- (b) consider and communicate with the Framework Authority which requirements or changes need to be actioned by the Framework Authority with the Supplier;
- (c) refer matters to the Technical Sub-Committee;
- (d) escalate unresolved service, service management and/or performance issues to the C&OB or Technical Sub-Committee (as appropriate) for resolution; and
- (e) use the Framework Authority as a co-ordination and planning function.

**Membership**

5.3 Each Customer may appoint one representative to the CCB and shall ensure that its representative is appropriately qualified and has sufficient experience to represent the Customer.

5.4 The Framework Authority shall appoint one (1) representative to the CCB and shall ensure that its representative is appropriately qualified and has sufficient experience to represent the Framework Authority.

5.5 The CCB shall be chaired by the representative of the Framework Authority which may invite such other persons (including representatives of the Supplier) as are relevant to attend meetings of the CCB.

**Quorum**

5.6 At any meeting of the CCB the quorum shall be one representative from the Framework Authority and at least two from the Customers.

5.7 The Supplier shall be required to ensure that:

- (a) it attends CCB meetings as reasonably requested by the Framework Authority; and
- (b) its attendees are empowered to make relevant decisions or have access to empowered individuals for decisions to be made to achieve this.

**Meetings**

5.8 The first meeting of the CCB shall take place not later than sixty (60) days after the Framework Effective Date.

5.9 The CCB shall meet no less frequently than once every three (3) months from the first CCB meeting.

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**6. BCDR Governance Sub-board**

- 6.1 The C&OB shall establish a BCDR Governance sub-board on the occurrence of any BCDR Incident within the RTO timescale (in accordance with Schedule 6.7 (Business Continuity and Disaster Recovery)), to decide the priorities for any required business continuity and disaster recovery activities.

**Membership**

- 6.2 The BCDR Governance sub-board shall comprise at least one (1) representative from:
- (a) each Customer affected by the business continuity event and/or disaster; and
  - (b) the Framework Authority. and
  - (c) the Supplier.

**Quorum**

- 6.3 At any meeting of the BCDR Governance sub-board the quorum shall be one (1) representative from the Framework Authority, the Supplier and each of the Customers affected by the business continuity event and/or disaster.

**7. Terms of Reference for the Boards**

The Framework Authority shall provide the terms of reference for each of the Boards to the Supplier within thirty (30) days after the Framework Effective Date.

**8. Governance Sub-boards**

- 8.1 Each Board may delegate any function which it deems appropriate from time to time to a sub-board.
- 8.2 The relevant Board shall be responsible for determining:
- (a) the members of the sub-board;
  - (b) the purpose of the sub-board; and
  - (c) how often the sub-board shall report to the Board.
- 8.3 The members, purpose and frequency of reporting in respect of the Technical Sub-Committee and BCDR Governance sub-board are as set out in this Schedule.

**9. Attendance at Board and Sub-board Meetings**

- 9.1 The Supplier shall ensure that the appropriate Supplier Personnel attend those Board and sub-board meetings at which their attendance is required by the Framework Authority at no charge to the Framework Authority or any Customer.



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- 9.2 Board and sub-board meetings shall be held at such times, dates and locations as shall be reasonably required by the Framework Authority.